

## REMARKS

The Examiner's Action mailed on May 20, 2004, has been received and its contents carefully considered.

In this Amendment, Applicant has amended claim 1 to include the subject matter of originally presented claim 2, and has canceled claim 2. Claims 1 and 3-6 remain pending in the application. For at least the following reasons, it is submitted that this application is in condition for allowance.

In response to the rejection of claims 1 and 3 under 35 U.S.C. § 102 over U.S. Pat. No. 5,982,506 to *Kara*, and the rejection of claims 2 and 4-6 under 35 U.S.C. § 103 over U.S. Pat. No. 5,982,506 to *Kara* in view of U.S. Pat. No. 5,553,145 to *Micali*, Applicant submits the following arguments.

### Claim 1

First, with respect to the rejection of independent claim 1, in particular to Applicant's claim recitation regarding the content certifying device that "saves registration information...in a storage device," *Kara* teaches at column 4 lines 57-67:

The encrypted electronic document and associated cipher are transmitted by the Send program to a remote certification device. ... ***The remote certification device stores a program, hereinafter referred to as the "Certification" program, which receives encrypted electronic documents and associated ciphers from sending sites and verifies the received encrypted document against the cipher.***

Upon verification of the received encrypted document, the Certification program transmits both the encrypted document and the cipher to the recipient indicated by the cipher. (***Emphasis added.***)

The disclosure of *Kara* teaches that the only information stored at the remote certification device is the actual certification program itself. This program is used to control the functioning of the remote certification device in the system of the *Kara* disclosure. The office action failed to address in its rejection, and *Kara* fails to teach Applicant's claim recitation of an "e-mail content certifying device, upon judging that there is no tampering with said text of content certification, saves registration information that contains said text of content certification in a storage device."

Secondly, with respect to the rejection of amended independent claim 1 regarding the newly incorporated recitations from cancelled dependent claim 2, i.e., "e-mail terminal device at the sender's side sends a review request e-mail to the e-mail content certifying device," the Office Action states that "*Kara* teaches the sending of a review request email with receipt information (*Kara*, column 8 lines 8-12)."

First, we must be clear as to what *Kara* teaches in column 5, lines 11-22:

The cipher is transmitted to the certification system. The Certification program verifies that the checksum of the encrypted electronic document received by the Receive program matches the checksum of the encrypted electronic document originally sent by the Send program. ***Upon a match, the Certification program generates indicia of certification, which*** includes the checksum of the encrypted electronic document, date and time of receipt by the recipient, number of pages in the document, identification of the recipient, and identification of the sender. ***This indicia is then transmitted to the sender for proof of certified transmission of an electronic document. (Emphasis added.)***

Kara clearly teaches from the above disclosure that the indicia is generated *at the remote certification device* by the Certification program and is *transmitted to the sender*. Additionally, the portion in Kara's disclosure the Office Action uses as an alleged teaching of Applicant's "review request," column 8 lines 1-12, states that,

In the case of multiple recipient electronic addresses being included in the cipher transmitted to the certification system, the Send program may receive multiple certification indicia. The certification indicia is the Send program's confirmation that the transmitted document was successfully transmitted to the indicated recipient, being verified as received against the generated checksum, and includes the exact date and time of receipt of the document. The indicia may be integrated into the original document by the Send program, or may be printed or stored, for example, on disk drive 13, for later proof of certified transmission of the electronic document.

Here again, *Kara* merely teaches the Send program at the sender's terminal may receive indicia previously disclosed as being generated and transmitted from the remote certification device. The passage at lines 8-12, upon which the Office action solely relies to reject Applicant's claim recitation of a review request, discloses the indicia of *Kara* received by the sender's terminal may be integrated into the original document that has a subsequent certified transmission. There is no teaching in *Kara* that the indicia are ever transmitted from the sender's terminal to any other receiving device, including the remote certification device.

Neither *Kara* nor *Micali* disclose that an:

"e-mail terminal device at the sender's side sends a review request e-mail to said e-mail content certifying device, said review request e-mail containing said receipt information in said receipt e-mail;"

and therefore, *Kara* and *Micali*, either alone or in combination fail to teach:

"said e-mail content certifying device, upon receipt of said review request e-mail, retrieves one set of registration information corresponding to an identifier in said review request e-mail from said storage device, and judges whether there is any tampering with the receipt information in said review request email based on said one set of registration information retrieved;"

and said e-mail content certifying device, upon judging that there is no tampering with the receipt information in said review request e-mail, sends an e-mail containing said text of content certification to said e-mail terminal device at the sender's side."

#### **Claim 4**

With respect to the rejection of independent claim 4, the Office Action states that "*Kara* teaches all that is disclosed above, but fails to teach the sending of a notice email to the receiver and the receiver accessing the content certification email by sending an access key to the email content certifying device."

However, as discussed above, *Kara* fails to teach "all that is disclosed above," as asserted in the Office Action, in that the disclosure of *Kara* teaches the only information stored at the remote certification device is the actual certification program itself used to control the functioning of the remote certification device. The office action failed to address in its rejection, and *Kara* fails to teach Applicant's claim recitation of an "e-mail content certifying device, upon judging that there is no tampering with said text of content certification, saves registration information that contains said text of content certification in a storage device."

The Office Action, without any discussion, further states that "*Micali* teaches the sending of a notice email containing an access destination in a web server and an access key for specifying a receiver to the email terminal device at the receiver's side (*Micali*, column 12 lines 5-16)." However, column 12 lines 5-16 of *Micali* states:

PO1 (Post Office Step): The Post Office verifies who is the sender and who is the intended recipient, and.

It send Bob information that determines his message without making it yet intelligible to him.

In so doing the Post Office preferably hides Alice's identify, alerts Bob that he is dealing with an ICM transaction, and makes use of digital signatures. (E.g., it sends Bob  $y=E.sub.PO(SIG.sub.PO(ICM, recipient: B, z))$  or ICM, SIG.sub.PO (E.sub.B (B, z))).

It also sends Alice a guarantee that it has done so.

Preferably, in so doing it also specifies other valuable information, such as time information T.

Applicant fails to understand the Office Action's rejection of Applicant's claim 4 over this referenced portion of *Micali*, and concludes the Office Action improperly rejected Applicant's claim 4 by failing to identify each or any limitation of Applicant's claims in the prior art. There is no teaching by *Micali*, either in this specific reference, or anywhere in the disclosure regarding Applicant's claim recitation regarding *an access destination in a Web server, or an access key for specifying a receiver, i.e., "...sends a content certification notice e-mail containing an access destination in a Web server and an access key for specifying a receiver to said e-mail terminal device at the receiver's side."*

Again, the Office Action, without any discussion, states that *Micali* teaches “the email terminal device at the receiver’s side accesses the web server using the access destination in the email and sends an access key to the email content certifying device through a web page (*Micali*, column 12 lines 17-32).” However, column 12 lines 17-32 of *Micali* states:

B1 (Recipient Step): Bob sends the Post Office a receipt that he got the above transmission. (E.g., he sends E.sub.PO (w), where w=SIG.sub.B (recipient, z)).

Possibly, Bob’s receipt also indicates other valuable information.

PO2 (Post Office Step): If Bob sends back the proper receipt within a specified amount of time, then the Post Office  
1. sends Alice a suitable receipt; for instance, EA (w), and  
2. sends Bob information that enables him to reconstruct Alice’s message (e.g., E.sub.B (m)).

If Alice has signed her transmission to the Post Office in Step A1 (e.g., she has sent the value z envisaged above), then it is preferable that the Post Office also enables Bob to guarantee the content of the message (e.g., it send Bob SIG.sub.A (ICM, A, B, T, E.sub.B (m))).

Applicant fails to understand the Office Action’s rejection of Applicant’s claim 4 over this referenced portion of *Micali*, and concludes the Office Action improperly rejected Applicant’s claim 4 by failing to identify each or any limitation of Applicant’s claims in the prior art. There is no teaching by *Micali*, either in this specific reference, or anywhere in the disclosure, regarding Applicant’s claim recitation, “said e-mail terminal device at the receiver’s side, upon receipt of said content certification notice e-mail, accesses said Web server using the access destination in said e-mail, and sends said access key to said e-mail content certifying device through a Web page.”

Since neither *Kara* nor *Micali* teach Applicant's above identified claim recitations, then neither *Kara* nor *Micali*, either alone or in combination, teach Applicant's claim recitation of, "said e-mail content certifying device, upon receipt of said access key from said e-mail terminal device at the receiver's side, retrieves from said storage device one set of registration information corresponding to said access key received, and allows downloading by said e-mail terminal device at the receiver's side of said text of content certification contained in said one set of registration information retrieved."

Applicants further respectfully submit that amended claim 1 and claim 4 in the present application should be allowed because these inventions are not disclosed, taught, suggested, or implied by the applied prior art. If independent claims 1 and 4 are patentably distinguishable over the prior art, then by necessity, claims 3 and 5-6 depending on independent claims 1 and 4, respectively, are also patentably distinguished over the prior art. Therefore, all of the Examiner's prior art rejections have been rendered moot, and this application has thus been placed into condition for allowance. Such action, and the passing of this case to issue are requested.



In accordance with the foregoing it is respectfully submitted that all outstanding objections and rejections have been overcome and/or rendered moot. Further, all pending claims are patentably distinguishable over the prior art of record, taken in any proper combination. Thus, there being no further outstanding objections or rejections, the application is submitted as being in a condition for allowance, which action is earnestly solicited.

Should the Examiner feel that a conference would help to expedite the prosecution of this application, the Examiner is hereby invited to contact the undersigned counsel to arrange for such an interview.

Respectfully submitted,

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Date



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